

REMARKS

The Office Action mailed March 13, 2009, considered and rejected claims 1, 3-8, 10, 12-15 and 17-25. Claim 1, 3-8, 10, 12-15 and 17-25 were rejected under 35 U.S.C. § 112 as failing to comply with the written description requirement. Claims 1, 3, 4, 6, 7, 10, 12, 13, 14, 15, 17, 18-22, and 24 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Dworkin* (U.S. Patent No. 4,992,940), in view of *Rossides* (U.S. Patent No. 5,359,508). Claim 5, 8 and 23 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Dworkin* in view of *Rossides* in view of *Singh* (U.S. Publ. No. 2001/0047311). Claim 25 was rejected under 35 U.S.C. § 103(a) as being unpatentable over *Dworkin* in view of *Rossides* as applied to Claim 1 above, further in view of Businessline: "In view web of e-services", May 8, 2002.¹

Overview of the Invention

The present invention is directed to embodiments for updating business partner attributes *in a business process* without having to recompile the business process application each time an update occurs. As has been addressed in previous responses, a business process, as used in the specification, is a term of art that refers to a process of a web service such as a process defined in the business process execution language.² Conventional business process applications require a user to program the partner information directly into the business process application. *See Spec.*, pg. 1, ¶ 2. Therefore, when any update was made to the partner information, the business process application would have to be recompiled before the updates would be included.³ Thus, a key benefit of the invention is that the business process application is only deployed once, while partner attributes can be added and enlisted in an independent fashion.

¹ Although the prior art status of the cited art is not being challenged at this time, Applicant reserves the right to challenge the prior art status of the cited art at any appropriate time, should it arise. Accordingly, any arguments and amendments made herein should not be construed as acquiescing to any prior art status of the cited art.

² For an explanation of BPEL and business processes, see A Hands-on Introduction to BPEL, available at http://www.oracle.com/technology/pub/articles/matjaz_bpel1.html. Further support for this definition of a business process may be found in Business Processes in a Web Services World, available at <http://www.ibm.com/developerworks/webservices/library/ws-bpelwp/> (stating that "A *business process* specifies the potential execution order of operations from a collection of Web services, the data shared between these Web services, *which partners are involved and how they are involved in the business process*, joint exception handling for collections of Web services, and other issues involving how multiple service and organizations participate.") (second emphasis added);

³ For an example of how partner information is included directly in the business process, see the above referenced webpage in the section entitled "Step 3: Define Partner Link Types."

Support for this interpretation of business process is provided by examining the use of the term throughout the specification. *See* MPEP 2111.01 ("The specification should also be relied on for more than just explicit lexicography or clear disavowal of claim scope to determine the meaning of a claim term when applicant acts as his or her own lexicographer; the meaning of a particular claim term may be defined by implication, that is, *according to the usage of the term in the context in the specification*. *See Phillips v. AWH Corp.*, 415 F.3d 1303, 75 USPQ2d 1321 (Fed. Cir. 2005)") (emphasis added). For example, the specification states that "[i]n one embodiment, business process execution engine is implemented with an XLANG Scheduler Engine." *See* ¶ 18; *see also* Claim 25. XLANG is a web service orchestration language that was created by Microsoft and has been superseded by BPEL.⁴ Further, the specification states that the "[b]usiness process may be created with a visual design tool, such as Orchestration Designer." *See* ¶ 19. Orchestration Designer enables a user to design and implement executable business processes.⁵ Therefore, when read in context, the term business process as used in the specification has a specific meaning that would be understood to one of ordinary skill in the art. When reading the terms such as "executable business process," "business process execution engine," "business partners," "XLANG Scheduler Engine," and "Orchestration Designer," one of ordinary skill in the art would certainly understand the invention that is being described. These terms are common terms that appear in any reference that describes a business process written in BPEL (or its predecessor XLANG).

The examiner is therefore required to give the term business process the meaning that was intended as evidenced by its use in the specification, and by which it would be commonly understood by those of ordinary skill in the art of designing computer implemented business processes. However, in the current response, the examiner has completely ignored the term "business process" in the claims. As previously addressed, neither Dworkin nor Rossides have anything to do with a business process. The examiner is reminded that "The Patent and Trademark Office ("PTO") determines the scope of claims in patent applications not solely on the basis of the claim language, *but upon giving claims their broadest reasonable construction*

⁴ *See, e.g.* <http://xml.coverpages.org/clang.html>. It is also noted that when searching for XLANG on Wikipedia, the search is redirected to the page on BPEL.

⁵ *See, e.g.* <http://technet.microsoft.com/en-us/library/aa560470.aspx> ("BizTalk Orchestration Designer is a tool for conveniently creating visual representations of your business processes that are automatically reflected in underlying code and which you build into an executable module. It provides a wide variety of shapes that correspond to different actions that you might want to perform.").

'in light of the specification as it would be interpreted by one of ordinary skill in the art.'" *Phillips v. AWH Corp.*, 415 F.3d 1303 (Fed. Cir. 2005). As stated above, one of ordinary skill in the art (i.e. one having familiarity with designing business processes using such tools as the XLANG Scheduler Engine and the Orchestration Designer) would certainly interpret the term business process differently than the examiner is currently doing. The examiner's interpretation is not reasonable "in light of the specification." Therefore, Applicant requests that the examiner interpret the claims using their intended meaning as defined by the specification.

Section 112 Rejections

The indefinite claims were rejected for being indefinite and not supported by the specification. Specifically, the examiner has asserted that the limitations "but that does not include business partner attributes," "subsequent to selecting the first business partner," and "subsequent to modifying the attribute and without recompiling the compiled business process application" are not supported by the specification. Applicant submits, however, that these limitations define the key aspects of the invention which are explained in the specification. Paragraph 2, for example, with respect to prior art business processes states that: "Conventional computer implemented business process applications require a user to program the partner information directly into the business process application. In this example, the identification of the business partner and certain attributes, such as address and contact information, are included or hard coded directly into the business process application." Paragraph 3 continues: "Among other disadvantages, coding partner information directly into a business process application results in a requirement that *the business process application be modified and recompiled when business partners or business partner attributes change.*" Paragraph 5 states that: "Aspects of the present invention address one or more of the issues mentioned above, thereby providing a computer implemented business process system that allows users to *dynamically manage business partners without modifying the business process....* Business partners can be added, modified and deleted without changing the business process." Finally, paragraph 19 states that "[d]efining partners in terms of selection criteria allows for the management of partnership attributes without modifying and/or recompiling the business process." The limitation "but that does not include business partner attributes" is another way of stating that the compiled business process application only contains selection criteria rather than having the business partner attributes (e.g. address and contact information, *see ¶ 2*) hard coded into the business process

application. Further, the specification states that the business partner attributes are contained in a separate list rather than the business process application. *See* ¶ 18. Therefore, there is ample support for this limitation because it is the primary purpose of the invention (i.e. to leave the business partner attributes out of the business process so that it need not be recompiled each time an attribute changes).

The remaining two limitations which were rejected are also adequately supported in the specification. The claims are directed to a specific instance where the user dynamically modifies the business partner attributes without modifying or recompiling the business process. The specification explicitly states that the invention allows users "to dynamically manage business partners without modifying the business process," and "allows for the management of partner attributes without modifying and/or recompiling the business process." ¶ 5, 19. The language used in the claims simply states a specific instance of this dynamic management, namely that a user can change an attribute of the first business partner without having to recompile the business process and still have the business process select the partner using the selection criteria. This language was originally added to assist the examiner in understanding the invention, but is not necessary to overcome the cited art because the art does not even teach that an attribute of a business partner can be changed without recompiling the business process.

Further, these limitations are not indefinite. The first limitation is intended to mean that the business partner attributes are contained in a separate list rather than in the business process application as is stated throughout the specification. The selection criteria are not business process attributes and are not specific to any business partner. The selection criteria may be anything for selecting the appropriate business partner such as for instructing the "business process execution engine to select the partner having the lowest cost for the widget." ¶ 19. The second and third limitations are also not indefinite. Any attribute of a business partner may be changed. For example, the address or contact information may be changed for a first business partner. This change may be made to the attributes contained in the separate list without recompiling the business process. However, the first business partner, for example, may still offer the lowest cost widget in which case the first business partner would still be selected. The key is that the change in the attributes may be made without recompiling the business process because the business process does not contain the attributes. For these reasons, Applicant submits that the claims meet the requirements under section 112.

Prior Art Rejections

In rejecting the claims, the examiner is relying on dictionary definitions of the terms "engine" and "compiler." However, the claims do not simply recite an engine or a compiler. To the contrary, the claims recite a "business process execution engine" and a "compiled business process application." A business process execution engine is a specific type of engine that is used to execute business processes such as the XLANG Scheduler Engine of claim 25. It is not the same as a search engine. Specifically, a search engine does not have the capability to execute business processes. Further, the Federal Circuit has made it clear that the specification, rather than a dictionary, should be given primary weight in determining the intended meaning of a claimed limitation. *See Phillips*.

As addressed previously, the cited art does not address business processes, a business process execution engine, or the storing of the partner attributes in a separate list so that the attributes may be changed without recompiling the business process. Therefore, these references cannot teach or suggest the limitations of the claims.

In view of the foregoing, Applicant respectfully submits that the other rejections to the claims are now moot and do not, therefore, need to be addressed individually at this time. It will be appreciated, however, that this should not be construed as Applicant acquiescing to any of the purported teachings or assertions made in the last action regarding the cited art or the pending application, including any official notice. Instead, Applicant reserves the right to challenge any of the purported teachings or assertions made in the last action at any appropriate time in the future, should the need arise. Furthermore, to the extent that the Examiner has relied on any Official Notice, explicitly or implicitly, Applicant specifically requests that the Examiner provide references supporting the teachings officially noticed, as well as the required motivation or suggestion to combine the relied upon notice with the other art of record.

In the event that the Examiner finds remaining impediment to a prompt allowance of this application that may be clarified through a telephone interview, the Examiner is requested to contact the undersigned attorney at (801) 533-9800.

Dated this 13 day of May, 2009.

Respectfully submitted,

A handwritten signature in cursive script that reads "Brian Tucker".

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